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OF COUNSEL  
URBAN A. LESTER

3-126A017

RECORDATION NO. 11126-A FILED 1425

May 5, 1993

MAY 6 1993 12-2 E PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed and acknowledged copies of a Release of Security Interest, dated as of May 5, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement-Trust Deed dated as of November 21, 1979 which as filed with the Commission on November 30, 1979 under Recordation Number 11126.

Please cross-index under Recordation Number 11125.

The name and address of the party executing the enclosed document are:

Secured Party: Boatmen's First National Bank  
of Kansas City, successor to  
The First National Bank of Kansas City  
One Boatmen's Plaza  
800 Market Street  
St. Louis, Missouri 63101

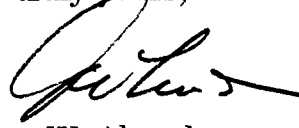
A description of the railroad equipment covered by the enclosed document is:  
one hundred covered hopper cars bearing FLIX road marks and numbered 2600 through 2699, inclusive.

Mr. Sidney L.Strickland, Jr.  
May 5, 1993  
Page 2

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to Robert W. Alvord, Esq., Alvord and Alvord, 918 16th Street, N.W., Washington, DC 20006.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written over a horizontal line.

Robert W. Alvord

RWA/bg  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/6/93

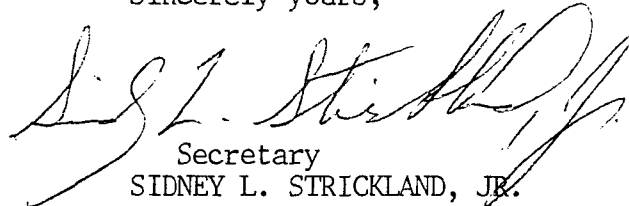
OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord & Alvord  
918 16th St. N.W.  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on **5/6/93** at **12:25pm**, and assigned  
recordation number(s). **14704-A & 11126-A**

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

MAY 6 1993 12-25 PM

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release"), made and given by **INTERSTATE COMMERCE COMMISSION** as of the 5<sup>th</sup> day of May, 1993, by Boatmen's First National Bank of Kansas City, as successor to The First National Bank of Kansas City ("Secured Party"), to Boatmen's Trust Company, as successor to Centerre Trust Company, successor to St. Louis Union Trust Company ("Debtor").

## Recitals:

- A. Prior to the date hereof, Debtor and Secured Party entered into a certain Security Agreement-Trust Deed dated as of November 21, 1979, filed with the Interstate Commerce Commission under **recordation no. 11126** on November 30, 1979 (the "Security Agreement"), covering Debtor's interest in (i) the railcar equipment described on Exhibit A attached hereto, and (ii) the Equipment Lease dated as of November 21, 1979, between Debtor, as lessor, and Farmland Industries, Inc., as lessee, filed with the Interstate Commerce Commission under **recordation no. 11125** on November 30, 1979, as supplemented by Lease Supplement dated April 9, 1980, filed with the Interstate Commerce Commission under **recordation no. 11125-A** on November 26, 1980, and certain other rights and interests (such equipment, Equipment Lease and other rights and interests are collectively referred to in the Security Agreement, and are hereinafter referred to as, the "Collateral"). The Security Agreement secures payment of certain 10-1/4% Secured Notes of Debtor (referred to in the Security Agreement and hereinafter referred to as the "Notes").
- B. The Notes and all other indebtedness secured by the Security Agreement has been paid in full and Secured Party desires to release its security interest in the Collateral and to terminate the Security Agreement.

Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby acknowledges and agrees as follows:

1. Satisfaction of Secured Indebtedness. Secured Party acknowledges and agrees that, as of the date of this Release, all principal, accrued but unpaid interest and other amounts due and owing under the Notes and Security Agreement have been paid in full, and Secured Party has no outstanding claims, demands or causes of action against Debtor under the Security Agreement or Participation Agreement (as defined in the Security Agreement).
2. Release and Termination of Security Agreement. Secured Party hereby releases and discharges all of its rights, security interests, liens, priorities and other interests in the Collateral and releases and terminates the Security Agreement, effective as of the date of this Release.

3. Recordation of Release. Secured Party hereby authorizes the filing of this Release with the Interstate Commerce Commission.

ATTEST:

by [Signature]  
Assistant Secretary

BOATMEN'S FIRST NATIONAL BANK OF  
KANSAS CITY, successor to The First  
National Bank of Kansas City

By: [Signature]  
Name: James P. Colgan  
Title: Vice President

STATE OF MISSOURI       )  
                                      ) SS  
COUNTY OF JACKSON    )

On this 4<sup>th</sup> day of May, 1993, before me personally appeared James P. Colgan, to me personally known, who being by me duly sworn, says that he/she is a Vice President of Boatmen's First National Bank of Kansas City, a national bank, and that said instrument was signed on behalf of said national bank by authority of its Board of Directors, and said JAMES P. COLGAN acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

(SEAL)

My commission expires: July 8, 1994

[Signature]  
Notary Public  
BARBARA C. BOWMAN  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires July 8, 1994

EXHIBIT A

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Mark and Numbers (Both Inclusive)</u>
100	100-Ton Covered Hopper    Cars	FLIX 2600 through FLIX 2699, both inclusive